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**Indian Veterinary Research Institute**  
Izzat Nagar, Bareilly, U.P.

**International Competitive Bidding**

**IFB No. 10/CAAST/19-20**

**BIDDING DOCUMENT FOR**  
**SUPPLY, INSTALLATION, AND COMMISSIONING OF**  
*[Transmission Electron Microscope]*

**PROJECT NAME: NATIONAL AGRICULTURAL HIGHER  
EDUCATION PROJECT**

**Component No. : 01**

**Sub-component :CAAST-ACLH**

**Purchaser:**

*[Indian Veterinary Research Institute] India.*  
*[Izatnagar, Bareilly-243122]*  
*[Ph. No. +910581-2310195]*  
*[Fax no. +910581-2303284]*

**Issued on:***[16<sup>th</sup> August, 2019]*

## Invitation for Bids

Date : [Insert Date]

**COUNTRY** : **INDIA****PROJECT** : **National Agricultural Higher Education Project  
[Project ID P151072]**

Loan No. : 8776-IN

**NAME OF EQUIPMENTS** : **Supply, Installation and commissioning of Transmission  
Electron Microscope****IFB NO.** : **[10/CAAST/19-20]****Reference No.** : **[IN-IVRI IZATNAGAR-122196-GO-RFB]**

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *Development Business*, dt. 16.12.2016
2. The Government of India, (hereinafter called “Borrower”) has received a loan from the International Bank for Reconstruction and Development towards the cost of National Agricultural Higher Education Project, and it is intended that part of the proceeds will be applied to eligible payments under the Contracts for which this Invitation for Bids is issued.
3. The Director, Indian Veterinary Research Institute, Government of India, Izzat Nagar, U.P. (hereinafter called “implementing agency”) now invites sealed bids from eligible and qualified bidders for Supply of the Equipments has listed below :-

Sch. No.	Equipment Name	Qty. (In Nos.)	Bid Security Amount in Indian Rs. or its equivalent in a freely convertible currency	
			In INR	In US\$
I	Transmission Electron Microscope	01	2,09,00000	295615

4. The list of Goods required including quantity, location, delivery period etc. are given in the Schedule of Requirements, contained in the Section-VII of the bidding document.
5. Bidding will be conducted through the International Competitive Bidding (ICB) procedures as specified in the World Bank’s *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers (Procurement Guidelines) – 2011 revised July 2014* and is open to all eligible bidders as defined in *procurement Guidelines*, In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the World Bank’s policy on conflict of interest.

6. Interested eligible bidders may obtain further information from *Attn: [D. Moitra, Procurement Officer], [CAO, IVRI, Izatnagar, Bareilly UP-243122], E-mail: [cao@ivri.res.in]* and inspect the bidding documents at the address indicated at para 8 below from *[16<sup>th</sup> August, 2019]* to *[30<sup>th</sup> September, 2019]*, between 10:00 hrs. to 16:00 hrs. on all working days.
7. A complete set of bidding documents in English language can be downloaded by the bidders from the website [www.ivri.nic.in](http://www.ivri.nic.in) or from [www.nahep.icar.org.in](http://www.nahep.icar.org.in).
8. Margin of preference shall apply for the goods manufactured in India as indicated in BDS ITB 33.1.
9. The bidders or their official representatives are invited to attend a **pre-bid meeting which will take place on [24<sup>th</sup> August, 2019] at 1100 hrs.** at the address indicated at para 11 below.

*Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.*

10. Bids must be delivered to the address mentioned in para 11 below on or before 1500 hrs. (IST) on 30/09/2019. Electronic bidding *will not* be permitted. Late bids will be rejected.
11. Bids will be publicly opened in the presence of the bidders' designated representatives, who choose to attend in person at the address below at ~~1500 Hrs (IST) on 30/9/2019~~. All bids must be accompanied by a "Bid Security" in form of ICAR Unit IVRI as per the form specified in the "Section IV – Bidding Forms" of the bidding document for *the amount in local currency (INR) or in USD. The requirement of bid security for each Schedule is specified in para 3 above.*

*[D. Moitra, Procurement Officer]*  
*Attn: [CAO, IVRI, Izatnagar, Bareilly UP-243122]*  
*[insert postal address and/or street address]*  
*[insert postal code, city, country]*  
Tel: [+910581-2310195]  
Fax: [+910581-2303284]  
E-mail: [cao@ivri.res.in]  
Web site: [www.ivri.nic.in](http://www.ivri.nic.in)

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# **PART 1 – Bidding Procedures**



# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of Schedules (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.
- 2. Source Funds**
- of 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the

Bank.

**4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a

recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of

compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

**PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

**PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

### C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed

literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
  - (b) completed schedules, in accordance with ITB 12 and 14
  - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
  - (d) Alternative bids, if permissible, in accordance with ITB 13;
  - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
  - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
  - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
  - (j) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All Schedules (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1

- shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDSA** bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual Schedules (contracts) or for any combination of Schedules (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each Schedule and to 100% of the quantities specified for each item of a Schedule. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all Schedules (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
  - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

- 15. Currencies of Bid and Payment** 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless



otherwise **specified in the BDS**.

- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's

Country;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
  - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB41; or
    - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
  - (a) if a Bidder withdraws its bid during the period of bid validity

specified by the Bidder on the Letter of Bid, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

**20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**D. Submission and Opening of Bids**

**21. Sealing and Marking of Bids**

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
  - (a) bear the name and address of the Bidder;

- (b) be addressed to the Purchaser in accordance with ITB 24.1;
  - (c) bear the specific identification of this bidding process indicated in ITB1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
  - 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
  - 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
  - 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
  - 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
    - (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
    - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
  - 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
  - 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
  - 25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received

by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per Schedule (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per Schedule (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance

of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall



prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Schedules (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different Schedules (contracts), the methodology to determine the lowest evaluated price of the Schedule (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
    - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.  
36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.  
36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award** 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and Schedule (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
  - (ii) bid prices as read out at Bid Opening;
  - (iii) name and evaluated prices of each Bid that was evaluated;
  - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
  - (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract** 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the

country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance Security**

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	<b>A. General</b>									
<b>ITB 1.1</b>	The reference number of the Invitation for Bids (IFB) is : <b>[10/CAAST/19-20]</b>									
<b>ITB 1.1</b>	The Purchaser is: <b>[ICAR UNIT IVRI]</b>									
<b>ITB 1.1</b>	<p>The name of the ICB : Supply, installation and commissioning of following equipments:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sch No.</th> <th style="text-align: center;">Brief Description of Equipments</th> <th style="text-align: center;">Quantity (No. of Units)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Transmission Electron Microscope</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td></td> </tr> </tbody> </table> <p>The identification number of the ICB: F.10/CAAST/19-20</p>	Sch No.	Brief Description of Equipments	Quantity (No. of Units)	1	Transmission Electron Microscope	1	2		
Sch No.	Brief Description of Equipments	Quantity (No. of Units)								
1	Transmission Electron Microscope	1								
2										
<b>ITB 2.1</b>	The Borrower is: <b><i>Govt. of India</i></b>									
<b>ITB 2.1</b>	Loan or Financing Agreement amount: <b><i>US \$ 165 Millions</i></b>									
<b>ITB 2.1</b>	<p>The name of the Project is: <b><i>National Agricultural Higher Educational Project</i></b></p> <p style="text-align: center;"><b>DETAILS OF NAHEP SUB-PROJECTS:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Component No.</th> <th style="text-align: center;">Title of Sub-Project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td>CAAST-ACLH</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Component No.	Title of Sub-Project	1	1	CAAST-ACLH			
Sl. No.	Component No.	Title of Sub-Project								
1	1	CAAST-ACLH								
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b><i>Joint Venture shall not be permitted</i></b>									
<b>IITB 4.4</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .									
	<b>B. Contents of Bidding Documents</b>									

<b>ITB 7.1</b>	<p>For <b>Clarification of bid document purposes</b> only, the Purchaser's address is:</p> <p>The contact information for requesting clarifications is:</p> <p>Attention: [ <i>D. Moitra, Procurement Officer CAAST-ACLH, IVRI &amp; CAO, IVRI</i> ]</p> <p>Address: [ <i>IVRI, Izatnagar, UP-243122</i> ]</p> <p>Floor/ Room number: [ <i>Administrative Block 1<sup>st</sup> Floor</i> ]</p> <p>City:][ <i>Bareilly</i> ]</p> <p>ZIP Code:[ <i>243122</i> ]</p> <p>Country: : [ <i>India</i> ]</p> <p>Telephone: [ <i>0581-2310195</i> ]</p> <p>Facsimile number: [ <i>0581-2303284</i> ]</p> <p>Electronic mail address: [ <i>cao@ivri.res.in</i> ]</p> <p>All requests for clarification(s) in writing/e-mail should be received by the Purchaser no later than _16<sup>th</sup> September upto 3.00 p.m.</p>
<b>ITB 7.1</b>	<p>Web page:[ <i>www.ivri.nic.in</i> ]</p> <p>The prospective Bidders are advised to remain in touch with the website for any updates in respect of this ICB.</p>
<b>ITB 7.2</b>	<p>Add the following as clause 7.2:</p> <p><b>Pre-Bid meeting:-</b> The prospective bidder or bidder's authorized representative is invited to attend a pre bid meeting which will take place as per details given below: -</p> <p><b>Date:</b> [ <i>24<sup>th</sup> August, 2019</i> ]</p> <p><b>Time :</b> [ <i>11.00 A.M.</i> ]</p> <p><b>Venue:</b> [ <i>Committee Room, 1<sup>st</sup> Floor, Administrative Block, IVRI, Izatnagar Bareilly</i> ]</p> <p>Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder. The person attending the pre-bid conference should have valid authorization from the authorized signatory of the prospective bidder. The prospective Bidders shall intimate the name of representative(s) (not more than two from one organization) to the above e-mail ID latest by ____ Hrs. on _____ .</p>
<b>C. Preparation of Bids</b>	

<b>ITB 10.1</b>	The language of all correspondence and documents related to the bid is <b>English</b> . Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language
ITB 11.1 (j)	In addition to the documents stated in Paragraphs 11.1 (a) through (g), the bidder shall submit the documents pertaining to ITB clause 17.2 (a) to 17.2 (b).
<b>ITB 13.1</b>	<b>Alternative Bids shall not be considered.</b> The bidder should not submit more than one bid for any Schedule.
<b>ITB 14.2(a)</b>	<b>Add the following as clause 14.2 (a):</b> Bidders shall quote for the complete requirements of goods and services specified under Schedule of requirement on a single responsibility basis for each Schedule(s) Bidder proposes to supply, failing which such bids will not be taken in to account for evaluation and will not be considered for award.
<b>ITB 14.4</b>	Conditional Discounts shall not be taken into account for the purpose of evaluation of Bids. However, any unconditional discount offered shall be taken for the purpose of evaluation. Conditional discounts shall be used for the purpose of award of contract in case Bidder is, otherwise qualifying during the evaluation.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	Prices quoted for each Schedule shall correspond to 100% of the items specified for each Schedule.  Bids are being invited for individual Schedule(s) and any discounts offered for more than one Schedule shall not be taken into account for evaluation of bids.  However, the Bidder are free to quote for any one or all the schedule under Schedule of Requirement. However, the evaluation shall be done for each schedule separately.
<b>ITB 14.7</b>	The In co terms edition is: <b><i>“In co terms 2010”</i></b>
<b>ITB 14.8 (a) (i)</b>	Insert the words “excise and other” in between the words “customs” and “duties” in Line 3 of this sub-clause.
<b>ITB 14.8 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination” and “Named place of destination” are as specified in Schedule of Requirements (Section VII)

<p><b>ITB 14.8 (b) (i), (ii)</b></p>	<p>CIP named place of destination is as specified in Schedule of requirements (Section VII).</p> <p>The prices should include unloading at the final destination site.</p> <p>The purchaser will provide exemption letter for Custom/Import duties within even working days on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VII)</p>
<p><b>ITB 14.8 (b)(iii)</b></p>	<p>Add the following as clause 14.8 (b)(iii)</p> <p>In addition to the CIP prices specified in (b) (i), the price of the Goods to be imported may be quoted FOB (named port of shipment).</p>
<p><b>ITB 14.8 (e)</b></p>	<p>Add the following at the end of existing clause:</p> <p>The cost of Three years Annual Maintenance Services (AMC) with spare parts beyond warranty period of two years</p>
<p><b>ITB 14.8 (f)</b></p>	<p>Add the following at the end of existing clause:</p> <p>Bidders may like to ascertain availability of Deemed Export or other benefits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/Payment/Other Certificates in terms of the import Export Policy or certain excise notifications along with his bid in the Form provided in Section IV. The Project authority/Payment /Other Certificates will be issued on this basis only and no subsequent change will be permitted. Where such certificates are issued by the Purchaser, Excise Duty will not be reimbursed separately.</p> <p>Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme, will be treated as <b>non – responsive and rejected</b>.</p>



<b>ITB 15.1</b>	<p>Currency of bid shall be in INRs., US\$ or any other freely convertible currency</p> <p>However, Local technical support, training, maintenance, transportation, insurance, other local costs incidental to delivery and any other expenditure incurred in the currency of the Purchaser's Country (India) are to be quoted only in Indian Rupees.</p>
<b>ITB 15.3</b>	<p>Add the following as Clause 15.3:</p> <p>Agents and service facilities in India:</p> <p>(a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:</p> <ol style="list-style-type: none"> <li>i. The name and address of the local agent</li> <li>ii. What services the agent renders and</li> <li>iii. The fixed amount of remuneration for the agent included in the offer.</li> </ol> <p>(b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation,</p>
<b>ITB 16.2</b>	<p>To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish clause by clause compliance statement to the technical specifications.</p>
<b>ITB 16.3</b>	<p>Literature, Drawings, Data and Deviation statement if any is to be furnished by the Bidder.</p>
<b>ITB 16.4</b>	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>minimum 7 years from the date of installation</i></p>
<b>ITB 17.2 (a)</b>	<p>Manufacturer's authorization is: <b><i>required as per Form in Section IV</i></b></p> <p>Authorization obtained from dealers/distributor is not acceptable and such bid will be considered non-responsive</p>
<b>ITB 17.2 (b)</b>	<p>After Sales service is required.</p> <p><b>Details of Representative/ Agent who will be responsible for carrying out supplier's maintenance, repair and spare parts stocking obligations shall be furnished in Letter of Bid.</b></p>

<b>ITB 17.2 (d)</b>	Add the following as Clause 17.2 (d):  Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
<b>ITB 18.1</b>	The bid validity period shall be 120 days from the date of bid closing.
<b>ITB 18.3 (a)</b>	Not applicable
<b>ITB 19.1</b>	A <b>Bid Security</b> is required. The bid security shall be in Indian rupees (INR) or in US Dollars. The amount and currency of bid security required for each Schedule is specified in Section-VII, Schedule of Requirement. Bid Security will be Rs. 6,00,000/-.  Bank guarantee shall remain valid for a period of <b>45 days</b> beyond the validity period of Bids, as extended, if applicable.
<b>ITB 19.2</b>	Deleted
<b>ITB 19.3</b>	Add the following after existing entries:-  The bid security shall, be in the form of a Demand Draft/Banker's cheque/ Bank Guarantee and the named beneficiary shall <i>be [ICAR UNIT IVRI Payable at Bareilly]</i> Bid Security amount is Rs. 6,00,000/-  The bid security, if submitted in the form of bank guarantee, shall be in the format provided in Section IV of the Bidding documents. The Bank Guarantee shall be issued by a bank located in the Purchaser's country (Nationalized or Scheduled commercial Bank in India) or issued by a reputed foreign Bank and routed through a correspondent Bank (Nationalized or Scheduled commercial Bank in India),
<b>ITB 19.9</b>	Not applicable
<b>ITB 20.1</b>	In addition to the original bid, one copy is required
<b>ITB 20.2</b>	The written confirmation of authorization (in the form of a Letter on Bidder's Letter head) to sign on behalf of the Bidder confirming the signature as a person duly authorized to sign should be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.  <b>Each and every page of the entire bid should be numbered serially and need to be signed and stamped by the authorized signatory.</b>
<b>D. Submission and Opening of Bids</b>	

<b>ITB 21.2</b>	<p>The <b>inner envelopes containing separately</b> the <b>ORIGINAL BID</b> and <b>COPY BID</b> for each schedule, should be <b>inserted in outer envelope</b>. All envelopes shall bear the following identification marks:</p> <p>i. Not to open before: 3 pm (15Hrs.) of [30<sup>th</sup> September, 2019]  ii. IFB No. File No. 10/CAAST/19-20 for supply of [Transmission Electron Microscope], Schedule  iii Purchaser's address for submission of bid: D. Moitra, CAO &amp; Procurement Officer , ICAR-IVRI Izatnagar  iv. Name and address of the Bidder: _____</p>
<b>ITB 22.1</b>	<p>For <b>bid submission purposes</b> the Purchaser's address is:</p> <p><i>[ICAR-Indian Veterinary Research Institute]  Attention: [D. Moitra, CAO &amp; Procurement Officer]  Street Address: [CAO &amp; Procurement Officer, IVRI]  Floor/ Room number: [1<sup>st</sup> Floor Administrative Block, Izatnagar, Bareilly]  City: [Bareilly]  ZIP/Postal Code: [243122]  Country: [India]</i></p> <p><b>The deadline for bid submission is:</b>  Date:[30<sup>th</sup> September, 2019]  Time: [1.00 p.m.]  <i>[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to Clause 22.2.]</i>  <b>Bidders shall not have the option of submitting their bids electronically.</b></p>
<b>ITB 25.1</b>	<p><b>The bid opening shall take place at:</b></p> <p>Street Address: <i>[IVRI, Administrative Block]  Floor/ Room number: [Committee Room 1<sup>st</sup> Floor, Administrative Block]  City: [Bareilly]  Country: [India]  Tel: +91 0581-2310195;  Fax: +91 0581-2303284  Date:[ 30<sup>th</sup> September, 2019]  Time: [3.00 p.m.]</i></p>

<b>ITB 25.3</b>	The Letter of Bid and Price schedule(s) shall be initialed by at least 2 representatives of the Purchaser conducting Bid opening and any modifications to the unit or total price in the bids shall be initialed. Each Bid shall be numbered, and following shall be read out <ol style="list-style-type: none"> <li>1. Name of the bidder</li> <li>2. Whether there is any modification to the Bid.</li> <li>3. Bid Price for each schedule offered and discount if any.</li> <li>4. Presence or absence of bid security and its amount</li> </ol>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>INR</i>  The source of exchange rate shall be : <b>B. C. Selling rate of exchange published by the State Bank of India, New Delhi</b>  The date for the exchange rate shall be <i>the deadline date for submission of the bids.</i>
<b>ITB 33.1</b>	A margin of domestic preference <i>shall apply.</i>  <b>The methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III – Evaluation and Qualification Criteria.</b>
<b>ITB 34.2(a)</b>	Evaluation will be done for each Schedule separately.  Bidder should quote for the complete requirement of goods including essential accessories and services specified in technical specification of each schedule as specified in ITB clause 14.6, failing which such bids will be treated as non-responsive.
<b>ITB 34.4</b>	Bidders shall submit separate Price Schedule for each schedule in the relevant Price Schedule Format
<b>ITB 34.6</b>	Please refer Section-III
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	The maximum percentage by which quantities may be increased/decreased is : <i>15% (rounded off to one number)</i>

## **Section III. Evaluation and Qualification Criteria**

*This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.*

*[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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**1. Margin of Preference (ITB 33)**

The Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

## 2. Evaluation (ITB 34)

### 2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per In co terms specified in the BDS):

**Deviation in the Delivery schedule, Indicated in Schedule of Requirement, Section-VII is not acceptable.**

- (b) Deviation in payment schedule.

**Deviation in the payment schedule indicated in SCC 16.1 clause is not acceptable.**

- (c) Cost of major replacement components, mandatory spare parts, and service.

***Not applicable***

- (c) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. ***Yes***

Bidder shall ensure availability of spares for 07 (seven) years as indicated in ITB clause 16.4.

If the bidder quotes separately for setting up of the above services, then this cost will be added for the evaluation purpose.

- (d) The projected operating and maintenance costs during the life of the equipment. : ***Not Applicable***

- (e) The performance and productivity of the equipment offered. : ***Not Applicable***

- (g) The cost of three years Annual Maintenance Services (AMC) with spare parts beyond warranty period. : ***Applicable***

### 2.2. Multiple Contracts (ITB 34.4)

Evaluation will be done for each schedule separately as mentioned in ITB 34.2 (a).

The Purchaser shall not **take into account** the Conditional Discounts as well as any other discounts offered for lot combinations for the purpose of evaluation and comparison of Bids but shall be availed for the purpose of award of contract in case the bidder is otherwise qualifying during the evaluation.

However, any unconditional discount offered shall be taken for the purpose of evaluation. Conditional discounts shall be used for the purpose of placement of contract in case Bidder is otherwise qualifying during the evaluation.

**2.3. Alternative Bids (ITB 13.1)**

Alternate bids shall not be considered.

**3. Qualification (ITB 36)**

**3.1 Post qualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the qualification requirements below :-

- (a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type as specified in the ‘Schedule of Requirements’ upto at least the quantity indicated below in any one of the last five calendar years. The equipments offered for supply upto the quantity indicated below should have been in successful operation for at least two years as on date of bid opening. Further the bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening.:-

Sch No.	Brief Description of Equipments	Quantity (No. of Units)
1	Transmission Electron Microscope	1
2		

- (b) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirements in full, can also be considered, provided:
  - (i) the manufacturer furnishes a legally enforceable authorization in the prescribed form, assuming full guarantee and warranty obligations as per GCC, for the goods offered; and
  - (ii) the bidder, as authorized representative, has supplied, installed and satisfactorily commissioned and provided after sales service for similar equipment, at least the quantity specified below in any one of the last 3 years which must be in satisfactory operation for at least one year on the date of bid opening:



Sch No.	Brief Description of Equipments	Quantity (No. of Units)
1	Transmission Electron Microscope	1

- (iii) The manufacturer whose product is being offered by authorized representative must fulfill the requirement of clause (a) above.
2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma for Performance Statement provided under *Section IV-Bidding Forms*.
3. All bids submitted shall also include the following information:
- (i) The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.
  - (ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection
  - (iii) **Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, bankers certificates, Company's PAN and Income Tax details etc.**
  - (iv) **Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the equipment as specified above.**

## Section IV. Bidding Forms

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## Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert identification]**

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

To: **[insert complete name of Purchaser]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:**[insert a brief description of the Goods and Related Services];**
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one Schedule, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple Schedules, total price of each Schedule**[insert the total price of each Schedule in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple Schedules, total price of all Schedules (sum of all Schedules) **[insert the total price of all Schedules in words and figures, indicating the various amounts and the respective currencies];**

- (f) The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [Specify in detail each discount offered.]

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below:**[Specify in detail the method that shall be used to apply the discounts]:**
- (g) Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

<sup>1</sup>*Bidder to use as appropriate*

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i>  Address: <i>[insert Authorized Representative's Address]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>  Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Purchaser</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*



## Group C bids, goods to be imported

### Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)									
								Date: _____	
								ICB No: _____	
								Alternative No: _____	
								Page N° _____ of _____	
Currencies in accordance with ITB Sub-Clause 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	FOBPort of loading	Unit price CIP[insert place of destination] in accordance with ITB 14.8(b)(i) [insert unit price CIP per unit]	CIP Price per line item (Col. 5x7)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 8+9)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]			[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
							Total bid price Currency:		
							In figures: In words		

- Note: a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
 b) In case of discrepancy between figures and words, the price in words shall be prevail

[Please refer ITB clause 31 of Bid document]

Name of Bidder [insert complete name of Bidder]

Signature of Bidder [signature of person signing the Bid]

Date [Insert Date]

**(Group C bids, Goods already imported)**

**Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported**

(Group C bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB Sub-Clause 15										ICB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) . [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5x8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	
										In figures:	
										In words	

- Note: a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
 b) In case of discrepancy between figures and words, the price in words shall be prevail

Name of Bidder *[insert complete name of Bidder]*

[Please refer ITB clause 31 of Bid document]

Signature of Bidder *[signature of person signing the Bid]*

Date [Insert Date]

**(Group A and B bids)****Price Schedule: Goods Manufactured in the Purchaser's Country**

Purchaser's Country		(Group A and B bids)								Date: _____
_____		Currencies in accordance with ITB Sub-Clause 15								ICB No: _____
_____		_____								Alternative No: _____
_____		_____								Page N° _____ of _____
1	2	3	4	5	6	7	8	9	10	
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from within the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)	
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>	
								Total Bid Price		
								In figures:		
								In words		

- Note: a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
 b) In case of discrepancy between figures and words, the price in words shall be prevail

[Please refer ITB clause 31 of Bid document]

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[Insert Date]***Note For Column 8, Bidder should give break up of cost of local labour, raw materials and**

components provided from within India should also be indicated separately

Raw material	...% of EXW
Components	...% of EXW
	-----
Total	...% of EXW

**Local labour- ...% of EXW**

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Note: a) In case of discrepancy between unit price and total price, the unit price shall prevail.

b) In case of discrepancy between figures and words, the price in words shall be prevail

[Please refer ITB clause 31 of Bid document]

Name of Bidder *[insert complete name of Bidder]*

Signature of Bidder *[signature of person signing the Bid]*

Date *[Insert Date]*

**PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE COST WITH SPARES AFTER WARRANTY PERIOD  
(ITB Clause 1.8(e))**

(Common to Domestic and Foreign Bids)

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>		<b>F</b>	
Sch. No.	Item Description	Qty (in Unit)	Year	Comprehensive Maintenance cost (With spares) for <b>each unit</b>		Total Comprehensive Maintenance cost (With spares) (Col. C X Col. E)	
				Indian Rupees	F. Currency (Specify)	Indian Rupees	F. Currency (Specify)
I	Electron Microscope	01	Year 3				
			Year 4				
			Year 5				
	<b>Total</b>						

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.  
 (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.

[Please refer ITB clause 31 of Bid document]

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place :

Date :

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:***[Insert date of issue]*

**BID GUARANTEE No.:***[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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## Form of Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>2</sup>*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
 Corporate Seal (where appropriate)

<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

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*(Signature)*  
*(Printed name and title)*

---

*(Signature)*  
*(Printed name and title)*

## Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid and conclude the contract, the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently sign the Contract and **the contract may be awarded to us\* / the contract may be awarded to them.\***

**\*Strike out whichever is not applicable**

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

No company or firm or individual other than M/S ..... are authorized to bid and conclude the contract for the above goods manufactured by us against the specific IFB.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PERFORMA FOR PERFORMANCE STATEMENT  
(For a period of last five years)**

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_

Equipment name : \_\_\_\_\_

Schedule No. : \_\_\_\_\_

Time \_\_\_\_\_ Hours

Name of the Firm \_\_\_\_\_

Order placed by (full address and contact details (email and phone no.) of Purchaser)	Order No. and Date	Description and quantity of ordered items	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	was the supply of goods been satisfactory functioning
				As per contract	Actual		

Signature and seal of the Bidder

Countersigned by and seal of Chartered Accountant/CPA-----

The Bidder shall also furnish the following documents in connection with their past performance:

- i. Copy of Purchase Orders
- ii. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

Signature and seal of the Bidder \_\_\_\_\_

Note: **The above statement is required to be submitted separately for each schedule of requirement which is being offered by the bidder.**

## 10. Declaration regarding Deemed Export Benefits

(To be submitted for each Schedule separately wherever applicable)

ICB No.:.....

Schedule no. with Description of the items:

(Bidder's Name and Address):

To:.....

(Name of the Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
2. We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment/Other certificate in terms of the current Export and Import Policy of the Government of India:

(A) (i) Value of import content of supply to be made by the Bidder: \*INR. \_\_\_\_\_  
(exchange rate one US\$ = INR\_\_\_)

(B) (i) Name of the sub-contractor, if any, and whose name is to be included in the main contract \_\_\_\_\_  
\_\_\_\_\_

(ii) Description, quantity and value of the goods to be supplied by the above sub-contractor	Description Quantity Value (INR.)
--	---

(iii) Value of import content of supply to be made by the sub-contractor	INR. _____
--	---------------

*(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)*

Date: \_\_\_\_\_ (Signature) \_\_\_\_\_  
(Printed Name) \_\_\_\_\_  
Place: \_\_\_\_\_ (Designation) \_\_\_\_\_  
(Common Seal) \_\_\_\_\_

Please attach details items-wise with cost. if there are more than one items. The figures indicated should tally with what is given in the price schedule.





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## Section V. Eligible Countries

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.7(b) and 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

**A list of debarred firms and individuals is available on the Bank’s external website:**  
**<http://www.worldbank.org/debarr>**



## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>3</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>4</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>5</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>6</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>7</sup>
  - (v) "obstructive practice" is:

<sup>3</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>4</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>6</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>7</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>8</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>9</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>8</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>9</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## **PART 2 – Supply Requirements**



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## Section VII. Schedule of Requirements

### Contents

1. List of Goods and Delivery Schedule .....	<b>Error! Bookmark not defined.</b>
2. List of Related Services and Completion Schedule .....	<b>Error! Bookmark not defined.</b>
3. Technical Specifications .....	76
4. Drawings .....	78
5. Inspections and Tests .....	79

**1. List of Goods and Delivery Schedule:**

List of Goods and Delivery Schedule					
Sch No.	Brief Description of Equipments	Quantity (No. of Units)	Bid Security Amount in Indian Rs. or its equivalent		“Final Destination(Project Site)” as specified in BDS
1			In INR	In US\$	
2					
3					
4					

**Delivery Period:**     **For Foreign Bidders:** Within 90 days from the date of opening of clear and acceptable Letter of Credit

**For Domestic Bidders:** Within 60 days from the date of Notification of Award (NOA).

**Delivery Terms:**     **For Group ‘C’ Bidders:** CIP Delhi Airport

**For Group ‘A’ & ‘B’ Bidders:** CIP Final Destination (As indicated above)

**2. List of Related Services and Completion Schedule****i) Incidental Services**

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Installation and Commissioning of equipments to be done within 30 days of delivery of machine.
- b) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods. This shall be carried out at the time of Installation and commissioning of Equipment.
- c) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment
- d) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods. alongwith each equipment.
- e) Training of the Purchaser's personnel at consignees' site, in assembly, start-up, Operation, maintenance and/or repair of Equipment, on-site. This must be completed within 30 days of commissioning of Equipments.



- f) The Bidder shall examine the existing site where the equipment is to be installed, in consultation with consignee concerned.

### **3 The Comprehensive Annual Maintenance Contract (Including Spare parts)**

- a. The Purchaser shall enter into a Comprehensive Maintenance Contract (CMC) with the Supplier, three months prior to the completion of Warranty Period, at the contracted price, for a period of three (3) years after the expiry of the warranty period as per the details given in clause 12.2 of GCC, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract. The CMC will commence from the date of expiry of Warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.
- b. The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.

### 3. Technical Specifications, Drawing, Inspections and Tests

**Summary of Technical Specifications:** The Goods and Related Services shall comply with following Technical Specifications and Standards:

*Detailed technical specifications follows*

<b>Equipment Name : Transmission Electron Microscope</b>			
<b>Sch-1</b>	SNo	Requirements/parameters/parts	Specifications in details
	1	Requirement for: General description	<p><b>Transmission Electron Microscope</b> The fully functional equipment is intended for use with samples such as biological tissues, cells, organisms, nanomaterials, carbon &amp; polymeric materials in order to investigate the ultra-structure, morphological feature in very high resolution and magnification beyond the capacity of light microscope. The equipment must essentially consist of Electron source, Illumination system, Vacuum source, compressed air source, Temperature controlled water circulator(chiller),image acquisition and analysis software, data recording source(latest configuration desktop computer), uninterrupted power source and other accessories required for making the equipment fully functional.</p>
	120 KV Transmission Electron Microscope		Specifications
	S.No	Features	Details-Specifications
	1	Accelerating Voltage	120 KV, Variable from 20KV-120 KV
	2	Electron Source	LaB6; Field emission sources, Tungsten filament
	3	Resolution	Line resolution– 0.20 nm or better Point resolution $\leq$ 0.40 nm TEM standard sample should be provided for establishment of resolution
	4	Magnification	should be from 50x to 6,00,000x or higher
	5	Illuminations system	Condenser lens system to provide a high resolution image at all magnification with adequate brightness
	6	Vacuum system	Vacuum should be achieved using Turbo-molecular pump/ Differential PS(Oil free vacuum system) Vacuum range in specimen area $\leq$ $10^{-5}$ Pascal

		Vacuum range in column area $\leq 10^{-4}$ Pascal
7	Objective lens	High contrast and high resolution images with easy focussing(auto focussing)
8	Specimen chamber	specimen stage should hold minimum 3 number of samples with tilting capability to extract 3D images with software
9	Eucentric tilt	$\pm 70^{\circ}$ degree or higher
10	Image recording system : Camera with digital output	Bottom mounted, compatible high resolution CMOS camera with 4k x 4k pixel(16 mega pixel) Camera should be usable at 20-120 KV range(HT) Image format: TIFF, BMP, JPEG Automatic acquisition and reconstruction of tomograms with fast throughput. Camera and Microscope should be compatible to the system.
11	Equipment Software	Original licensed software package for TEM control, including data acquisition, analysis & display Software should be capable of image processing, video clip All future up-gradation of software should be supplied free of cost.
12	Electrical Supply	TEM should operate on a single phase 230 $\pm$ 10 Vac, 50 Hz UPS1: Online 10 KVA UPS with 1 hour backup for TEM & accessories UPS2: Online 10 KVA UPS with 1 hour backup for Chiller
13	Chiller	Programmable Chiller compatible with machine & compatible of single phase Indian power supply Temperature range: 4 $^{\circ}$ C to 25 $^{\circ}$ C, Temp. stability : $\pm 0.1$ $^{\circ}$ C

14	Computer hardware( 2 numbers)	All control, data acquisition, analysis, display software loaded on a: Latest branded, HP/IBM/DELL/Lenovo)PC with latest hardware and software configuration, the minimum features being the following Processor: 3.8 GHz or higher, i7 or higher Memory: 16 GB( or higher) Internal drives: 2 TB or higher, external drive of 2TB( 02 Nos) OS: All softwares used to operate the instrument, acquire and process the data should be on 64 bit platform 24 inch or higher TFT monitor CD/DVD suitable drive
15	Compressor	Provision for providing compressed air with required pressure compatible with machine
<b>Installation, Warranty, Training &amp; Services</b>		
1	<b>Warranty</b>	2 years comprehensive warranty on complete TEM with accessories & defined rate of annual maintenance contract(AMC) for another 3 years as an option Warranty should cover i. LaB6 emitter ii. Free maintenance and service iii. Regular up-gradation of software
2	Pre-Installation  Installation & Demonstration	Site inspection and qualification must be performed by vendors authorized representative, well in advance of the system delivery  Installation, complete interfacing of system with its subsystems and commissioning is to be carried out by the vendor's factory-trained engineers, followed by demonstration of system performance with the specifications and equipment capabilities
3	Training	Four Comprehensive training by experienced and qualified service engineers on operation, basic maintenance and trouble shooting of system(hardware & software) must be provided on-site with in warranty period at ICAR-IVRI Izatnagar
4	<b>After sales service support</b>	1. Name of service centre must be given 2. An undertaking that service engineer will respond and attend the problem in short period of being informed of problem

<b>Scope of Supply</b>		
1	<b>Location of supply</b>	ICAR-IVRI Izatnagar, contract with shipment insured from manufacturer's warehouse to ICAR-IVRI Izatnagar considering the delicate nature of item
2	<b>Installation</b>	ICAR-Indian Veterinary Research Institute Izatnagar
3	<b>Service</b>	After comprehensive warranty period, AMC for next 3 years to be provided on quoted rate. <b>Service manual to be provided alongwith operational manual</b>

**Accessories:(Essential)**

- i. 2x2000 Carbon coated copper grid
- ii. 1x500 Bare copper grid
- iii. Sample holder- single tilt holder qty 1 and multispecimen holder qty 1 for holding minimum 3 samples

**Accessories:(Optional)-Price to be quoted separately for each item**

- i. Ultramicrotome
- ii. Knife Maker
- i. Tissue Processor
- ii. Stereo zoom Microscope

**Accessories-specification**

**(i) Specifications of Ultramicrotome**

1. Computer controlled or touch screen controlled
2. Ergonomic stereomicroscope system with viewing system: 10x magnification
3. Illumination system for Top light & specimen illumination for knife quality and specimen quality respectively
4. Vibration isolation table to host ultramicrotome
5. Micrometer motorized controlled knife stage
6. Cutting speed:0.1 to 100 mm/s or higher
7. Section thickness: ultrathin 1 nm to 2 um, semithin  $\leq$  15 um
8. Knife stage should have lateral and forward motion
9. Knife stage accepts glass knives & commercial brand of diamond/tungsten carbide knife
10. Power requirement: 230  $\pm$  10 Vac, 50 Hz
11. Warranty: Comprehensive warranty of 2 years of product and rate for AMC for next 3 years after comprehensive warranty should be given as an option

**(ii)Specifications for Knifemaker**

1. Must have provision to cut best quality glass knives for ultrathin section cutting.
2. Consumables for knife making must be provided for 2 years

3. Power: 230 ± 10 Vac, 50 Hz
4. Warranty: 2 year comprehensive warranty for maintaining the machine in problem-free state. The rate for AMC in next 3 years must be given as an option

**(iii) Specifications for Tissue processor**

1. Tissue processor must be designed for EM and LM resin processing, that must feature a heating/cooling system with pre-heat and pre-cool capabilities to maintain a constant processing temperature.
2. It includes an easy-to-operate membrane control panel. The sample carousel holds 24 EM or 12 LM vials and utilizes various specialized baskets and capsules. An exhaust system supports safer use of toxic substances.
3. Warranty: 2 year comprehensive warranty for maintaining the machine in problem-free state. The rate for AMC in next 3 years must be given as an option.

**(iv) Specifications for Stereo zoom microscope**

The Stereo microscope is required for 3 Dimensional viewing of specimen with superb depth and clarity.

1. Stereo binocular microscope with triple magnification. The head should be inclined at 45 degree for an easy observation
2. Wide field 10X eyepieces with eyeshade and diopter adjustment, Interpupillary distance should be adjustable.
3. Three magnification powers 10X, 20X and 40X. A versatile illumination system with incident (top) lighting and transmitted (bottom) illumination with illumination control. Top light adjusts for optimal lighting angles
4. Paired objectives are parfocalled, parcentered, and achromatic. Magnification changed by rotating objective turret to positive click stop
5. Warranty: 2 year comprehensive warranty for maintaining the machine in problem-free state. The rate for AMC in next 3 years must be given as an option

**(v.) Spares, Consumables & Operator**

Spare parts kits and consumables	Maintenance kit with list of items should be provided & quoted. All essential spare parts and necessary consumables required for day to day maintenance and hassle free operation of the equipments(TEM), Chiller, ultra-microtome, knife maker, should be provided & quoted.
<b>Operator</b>	Machine operator' cost by supplier for one year period from date of Installation of TEM, Operator must be well versed with operation & running of TEM machine and also block making and section cutting, &

			viewing on TEM should be quoted
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### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The Bank encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*



- (b) *Detailed tests required (type and number).*
  - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
  - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*
  - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

***“Summary of Technical Specifications.*** *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b><i>Item No</i></b>	<b><i>Name of Goods or Related Service</i></b>	<b><i>Technical Specifications and Standards</i></b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

*Detailed Technical Specifications and Standards [whenever necessary].*

*[Insert detailed description of TS]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_” ]

## 4. Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>

## **5. Inspections and Tests**

The following inspections and tests shall be performed: *[insert list of inspections and tests]*



## **PART 3 - Contract**



## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related

Services is subcontracted by the Supplier.

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

**2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

**3. Corrupt and Fraudulent Practices**

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 In co terms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by in co terms.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of in co terms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Non waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods

have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Sub contractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment

by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any

third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract

shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable In co terms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified In co terms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up



of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses

incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country

of origin, whichever period concludes earlier.

- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the

same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the

extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders  
and Contract  
Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by

the parties.

**34. Extensions of Time** 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination** 35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be

without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.





**APPENDIX  
TO GENERAL CONDITIONS**

**Bank's Policy- Corrupt and Fraudulent Practices**  
(text in this Appendix shall not be modified)

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

**“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>10</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>11</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>12</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>13</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>14</sup>
  - (v) "obstructive practice" is:

<sup>10</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>11</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>13</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>14</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>15</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>16</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>15</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>16</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

### Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCC 1.1(i)</b>	The Purchaser's country is: <i>India</i>
<b>GCC 1.1(j)</b>	The Purchaser is: <i>[D. Moitra, Procurement Officer, CAO, ICAR-IVRI, Izatnagar]</i>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are: <i>[Committee Room 1<sup>st</sup> Floor, Administrative Block, IVRI, Izatnagar, Bareilly ]</i>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by In co terms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by In co terms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms ]</i>
<b>GCC 4.2 (b)</b>	The version edition of In co terms shall be <i>In co terms 2010</i>
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Attention: <i>[ D. Moitra, CAO &amp; Procurement Officer, IVRI]</i> Street Address: <i>[IVRI, Izatnagar]</i> Floor/ Room number: <i>[Administrative Block 1<sup>st</sup> Floor]</i> City: <i>[Bareilly]</i> ZIP Code: <i>[243122]</i> Country: <i>[Inida]</i> Telephone: <i>[+ 91-0581-2310195]</i> Facsimile number: <i>[+ 91-0581-2303284]</i> Electronic mail address: <i>[cao@ivri.res.in]</i>
<b>GCC 9.1</b>	The governing law shall be the law of: <b>Union of India</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  <b>(a) Contracts with foreign Supplier:</b> Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.  <b>(b) Contracts with Indian Supplier:</b> i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected

	<p>with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>iii) The venue of Arbitration shall be <u>    [DELHI], India</u> and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.</p> <p><b>For both a) and b) above:</b></p> <p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
GCC 12	<p>Add the following as Clause 12.2</p> <p>Maintenance Service:</p> <p>a) Warranty Free Comprehensive Maintenance and Repair services including testing &amp; calibration, labour and spares shall be provided by the Supplier during the period of warranty as specified in article SCC 28.3.</p>

	<p>b) Comprehensive Annual Maintenance Contract (CMC) After the above mentioned warranty period, the Consignees may, at its sole and exclusive discretion, enter into Comprehensive Annual Maintenance Contract (CMC), for a period of Three (3) years at the rates quoted by the Supplier in his bid.</p> <p>The CMC includes repairs of entire system, preventive maintenance testing &amp; calibration, labour and spares and all software updates.</p> <p>During the Comprehensive Maintenance Contract (CMC) period in case of non-compliance of the above, liquidated damages at the rate of 0.075% of the Contract Price per non-functional unit per day beyond 10 days in a year shall be imposed and equivalent amount shall be deducted from the CMC payment.</p> <p><b>For both a) and b) above:</b></p> <p>The maximum response time for maintenance complaint from any part of the country shall not exceed 48 hours including the travel time.</p> <p>The unit must be made functional within 7 working days (including response time) from the time a defect is reported to the Supplier. In case, a replacement of defective Goods needs more than 7 working days, as an interim solution the bidder must make available a Service / Goods part for complete functioning of the Goods within the same specified time frame as mentioned above. However, the defective Goods must be replaced within 30 days.</p>
GCC 13.1	<p>(a) <b><i>For Goods supplied from abroad:</i></b></p> <ul style="list-style-type: none"> <li>(i) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>(ii) Copy of Airway Bill marked freight prepaid;</li> <li>(iii) Three Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's/Supplier's warranty certificate;</li> <li>(vi) Inspection certificate issued by the nominated inspection agency, if any/the Supplier's factory inspection report;</li> <li>(vii) Certificate of origin,</li> <li>(viii) Lorry Receipt/Lorry Challan/Railway Receipt for transport services within India</li> <li>(ix) Acknowledgement of receipt of goods duly signed and sealed by the Consignee (Format attached in <b>Section-X</b>).</li> </ul> <p>(b) <b><i>For Goods from within India:</i></b></p> <p>Upon delivery of the goods to the consignee(s) the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank (in case of LC payment):</p> <ul style="list-style-type: none"> <li>(i) One original and 02 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> </ul>

	<ul style="list-style-type: none"> <li>(ii) 3 copies of packing list identifying contents of each package;</li> <li>(iii) Insurance Certificate;</li> <li>(iv) Manufacturer's/Supplier's warranty certificate;</li> <li>(v) Inspection Certificate issued by the nominated inspection agency, if any ;</li> <li>(vi) Certificate of Origin.</li> <li>(vii) Lorry Receipt/Lorry Challan/Railway Receipt,</li> <li>(viii) Acknowledgement of receipt of goods duly signed and sealed by the Consignee (Format attached in Section-X).</li> <li>(ix) 3 copies of notification of the local tax authority in support of rate of tax indicated in invoice.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in currency of the bid in the following manner.</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</li> <li>(ii) <b>On Shipment:</b> Seventy(70) percent of the Contract Price of the Goods shipped shall be paid through letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</li> <li>(iii) <b>On Acceptance:</b> Twenty(20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser (as per Format attached at Section-X) through Electronic Clearing System of the Bank</li> </ul> <p>Payment of local currency portion including Agency commission shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's</b></p>

	<p><b>country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupees, as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery: Seventy (70) percent</b> of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser (as per Format attached at Section-X).</p> <p><b>Payment of Agency Commission</b></p> <p>The Agency Commission will be paid to the Indian Agent in INR as on date of NOA at TT selling rate of SBI after successful installation and commissioning of the equipment.</p> <p><b>Payment for Comprehensive Maintenance Contract (CMC)</b></p> <p>The CMC cost (after warranty period) shall be paid in equal quarterly installments at the end of each quarter within 30 days of receipt of claim at the start of the next quarter, as per completion of warranty/maintenance obligations of the previous quarter, at the rates quoted in the price schedule and on receipt of bank guarantee for 5% of the cost of equipment (excluding CMC cost) valid till 60 days after expiry of the entire CMC period.</p>
<b>GCC 16.5</b>	The rate of interest is 4% per annum.
<b>GCC 17.1</b>	<p>Add the following at the end:</p> <p>“However, for supplies and services provided from within India by the supplier, clause 17.2 will apply”</p>
<b>GCC 17.2</b>	Add the words “octroi, road permits” between words “fees and etc.”
<b>GCC 18.1</b>	<p>a) Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5 % of the Contract Price, valid up to <b>minimum 60 days after the date of completion of all contractual obligations, including the Warranty obligations.</b></p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/</p>

	<p>replaced material shall be extended to a further period of <b>24 months</b> and the Performance Bank Guarantee for proportionate value shall be extended for 60 days over and above the extended warranty period.</p> <p>b) In addition, if the Consignees requires CMC services in accordance with article 12 of the GCC/SCC, within 21 days of the notification by the Consignees of the CMC requirement, the Supplier shall submit to the Consignees a bank guarantee as performance security for CMC services for an amount equivalent to 5% (five per cent) of the cost of equipment valid till 60 days after expiry of the entire CMC period as specified in article SCC 12. Upon acceptance of the bank guarantee for CMC services by the Consignees, the Performance Security mentioned under art. 18.1 a) above will be returned back to the Supplier by the Purchaser.</p>
<b>GCC 18.3</b>	<p>Amend the paragraph as under:</p> <p>The performance security mentioned under SCC18.1 a) above shall be in the form of a bank guarantee and the named Beneficiary shall be “<b>ICAR UNIT, IVRI</b> _____ <i>[Insert Beneficiary name &amp; address]</i>”. The Bank Guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank (in case of Bank Guarantee issued by a foreign Bank, it must be confirmed by any Nationalized or Scheduled bank operating in India) acceptable to the Purchaser and in the format provided in the bidding document.</p>
<b>GCC 18.4</b>	<p>The performance security mentioned under SCC18.1 a) and b) above will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier’s performance obligations under the Contract, including the warranty and, if applicable, CMC obligations.</p>
<b>GCC 18.5</b>	<p><b><u>Add the following as Clause 18.5</u></b></p> <p>In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security mentioned under SCC art. 18.1 a), rendering the same valid for the duration of the Contract, as amended.</p>
<b>GCC 21</b>	<p>Subcontracting is not allowed.</p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <ol style="list-style-type: none"> <li>1. NAHEP Project CAAST ACLH</li> <li>2. IFB No: 10/CAAST/19-20</li> <li>3. Country of Origin of Goods: .....</li> <li>4. Supplier’s Name: .....</li> <li>5. Packing list reference number: .....</li> <li>6. NOT FOR SALE</li> <li>7. Destination: _____ <i>[Insert destination address]</i>, <b>INDIA</b></li> </ol>
<b>GCC 24.1</b>	<p>The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes.</p>



<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 25.2</b>	Selected services are as covered under GCC Clause 25.2 The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
<b>GCC 26.1</b>	The inspections and tests shall be: carried out by authorized representative of the Purchaser.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted as under :-  <b>For Imported Goods:</b> Manufacturer's Test Certificate (MTC)/Supplier's Factory Inspection report is required.  <b>For Indigenous Goods:</b> The Purchaser or its representative shall inspect and/or test the goods to confirm their conformity to the Contract, prior to dispatch .Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment or receipt at destination.
<b>GCC 26.9</b>	Add the following as GCC 26.9  Group 'A' supplier should provide following documents to the Purchaser or its representative against each Schedule offered for inspection :-  i) A certificate in regard to the country of origin of the raw materials used ii) A certificate in regard to the % of value addition done in India iii) A certificate in regard to the 'Country of Origin' of the finished products
<b>GCC 27.1</b>	The liquidated damage shall be: <b><u>0.5% per week. Maximum deduction is 10%</u></b> .of the contract Value.
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b><u>24 months from the date of final acceptance of the equipment by the Consignee.</u></b>
<b>GCC 28.5</b>	Upon receipt of such notice, the Supplier shall, within a period of 7 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter.  In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of <b><u>24 months.</u></b> "



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## Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### Table of Forms

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# Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: *Notification of Award Contract No. . . . . .*

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . .  
. . . . .*[insert name of the contract and identification number, as given in the SCC]*. .  
. . . . . for the Accepted Contract Amount of . . . . .*[insert amount in numbers  
and words and name of currency]*, as corrected and modified in accordance with the  
Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance  
with the Conditions of Contract, using for that purpose the of the Performance Security  
Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

### Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Purchaser ]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ]* and having its principal place of business at *[ insert address of Purchaser ]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[ insert name of Supplier ]*, a corporation incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

### Performance Security

#### Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser ]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ( *) [insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

**Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

### Option 2: Performance Bond

By this Bond [*insert name of Principal*] as Principal (hereinafter called “the Supplier”) and [*insert name of Surety*] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*insert name of Purchaser*] as Obligee (hereinafter called “the Supplier”) in the amount of [*insert amount in words and figures*], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, for [*name of contract and brief description of Goods and related Services*] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.



In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

### Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

**ACKNOWLEDGEMENT OF RECEIPT OF GOODS**

No.

Dated:

ACKNOWLEDGEMENT OF RECEIPT OF \_\_\_\_\_, supplied against PO No. \_\_\_\_\_ dt. \_\_\_\_\_

**This is to certify that the equipment as detailed below has been received in good condition alongwith all standard spares & consumables in accordance with the conditions of the contract and amendment, if any.**

Purchaser :

Contract (PO) No. & Date :

Invoice No. & Date

Description of the equipment : \_\_\_\_\_

Qty. supplied (in Unit) : Unit as per PO

Date of delivery of consignment at consignee's site : \_\_\_\_\_

Name of supplier :

Outstanding/ dues with the Supplier as per PO & amendment, if any : \_\_\_\_\_

**Signature of designated Consignee.**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Seal : \_\_\_\_\_

Phone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

Countersigned by:

**Distribution to: -**

- 1. **To Supplier**
- 2. \_\_\_\_\_.

**FINAL ACCEPTANCE CERTIFICATE (for claim of balance 20% of payment)**

No.

Dated:

**Sub:** Certificate of commissioning, installation & final acceptance of \_\_\_\_\_, supplied against PO No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Contract Notification of :  
Award No.
2. Invoice No. & date
3. Equipment Supplied :
4. Quantity Supplied : \_\_\_\_\_ Unit as per PO
5. Purchaser :
6. Supplier :
7. Consignee (Name, Address, Telephone and Fax No.) :
8. Date of Final acceptance :
1. Contract Notification of :  
Award No.
2. Equipment Supplied :
3. Quantity Supplied : \_\_\_\_\_ Unit as per PO
4. Purchaser : .
5. Supplier :
6. Consignee (Name, Address, Telephone and Fax No.) :
7. Date of Final acceptance :

**CERTIFICATE**

We confirm having received No. \_\_\_\_\_ of \_\_\_\_\_ in good condition along with all standard accessories in accordance with the Contract. The same has been installed, successfully commissioned and accepted. Incidental services as specified in contract have been provided.

**Signature of designated Consignee.**

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Seal : \_\_\_\_\_  
 Phone No. : \_\_\_\_\_  
 Fax No. : \_\_\_\_\_

Countersigned by:

**Distribution to: -****3. To Supplier**

4. \_\_\_\_\_.

## CHECKLIST

**Checklist has to be the first page of the bid document.**

S.No.	Activity	Yes/No/ NA	Page No. in the Bid
1	All the pages of the bid should be Serial Numbered & signed/initialled		
2	Authorization letter for signing the bid		
3	Letter of Bid		
4	Bidder information form		
5	Certificate of Incorporation		
6	Relevant Price Schedule Form (Form 3 or Form 4 or Form 5 as applicable) for each Schedule separately for supply as per Schedule of Requirements		
7	Form 6. Price and Completion Schedule – Related Services for eachSchedule separately.		
8	Bid Security in the form of Bank Guarantee as per format provided in Bidding forms (Section IV)		
9	Manufacturer Authorization for Non-manufacturing bidder's as per form specified in section IV		
10	Performance Statement (For Manufacturer) as per Form 9A included in Section IV of Bidding document to be submitted separately for each Schedule offered along with copies of purchase orders/contracts.		
11	Performance Statement (For Non Manufacturer Bidder as Authorized representative of Manufacturer) as per Form 9B included in Section IV to be submitted if applicable along with copies of purchase orders/contracts.		
12	Declaration for Deemed Export (Form 10)		
13	Filled in technical specification for the offered Schedule(s) as specified in Section VII – 3. Technical Specification		